

AFTER RECORDING RETURN TO:

Name
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City, State, Zip



200108290108

Skagit County Auditor

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Grantor. Craney, Allen and Rosemary
Grantee. Sinclair, Sean and Teresa
Abbrev. Leg. Lots 2 and 3, PLAT OF IDA ESTATES, Vol. 15, pp. 29-30
Tax Acct. No. 4577-000-002-0002; 4577-000-003-0003

GRANT OF EASEMENT

Recitals

Grantors, Allen J. Craney and Rosemary E. Craney, husband and wife, are owners of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein, hereafter described as "Grantor's property," or "Craney property," and being the servient, or burdened property.

Grantees, Sean Sinclair and Teresa Sinclair, husband and wife, have entered a contact to purchase the property fully described on EXHIBIT B, which is attached hereto and by this reference incorporated herein, hereafter described as "Grantee's property," or "Sinclair property," and being the dominant, or benefited property.

Grantors intend by this instrument to grant the Grantees a set back, or side yard easement over that portion of Grantor's property described on EXHIBIT C, which is attached hereto and by this reference incorporated herein, and hereafter referred to as the "Easement Area," so that the Grantees may construct a building closer to the north line of their property than would otherwise be allowed by Skagit County codes. Although the parties to this instrument fully expect the Sinclairs to acquire title to the property, they acknowledge that it is possible that the Sinclairs contract to purchase may not close as expected and the Sinclairs may not acquire title as planned. In that event, the easement granted by this instrument shall terminate. If, however, the Sinclairs do acquire title as expected, then this easement shall be perpetual and shall run with the land.

Grant

THEREFORE, the Grantors, Allen J. Craney and Rosemary E. Craney, by way of neighborly accommodation, in consideration of the mutual covenants and agreements contained herein, and for no monetary consideration, hereby declare and grant to the Grantees, the present and future owners of the property described on EXHIBIT B, attached hereto, a side yard easement for setback purposes over that portion of the Grantees' property described on EXHIBIT C, attached hereto. This easement is granted for the benefit of the property described on EXHIBIT B, subject to the terms, conditions and covenants set forth below.

Terms, Conditions and Covenants.

The grantors will construct no buildings or other structures within the easement area that would violate Skagit County setback requirements.

The grantees shall have the right to enter upon the easement area for purposes of maintaining, repairing or replacing the structure constructed on their property for which this setback easement is granted.

The grantees acknowledge there is an existing cedar tree within the setback area that has limbs extending over the grantee's planned building site, and that may constitute a future danger to the structure the grantees intend to build on their property. In consideration of the grant of this easement, the grantees agree to release the grantors from any liability for any damages caused by falling limbs, collapse of the tree, or otherwise caused by the existing cedar tree.

This easement grant is contingent upon the grantees, Sean and Teresa Sinclair, acquiring title to the property described on EXHIBIT B before the end of the year 2001. If the grantees, Sean and Teresa Sinclair, have not acquired title to said property on or before December 31, 2001, this easement shall automatically terminate and be void ab initio and of no force or effect.

The covenants herein shall run with the land and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof.

Dated 8-29, 2001

Allen J. Craney 8-28-01
Allen J. Craney

Rosemary E. Craney 8-29-01
Rosemary E. Craney

Sean Sinclair 8-24-01
Sean Sinclair

Teresa Sinclair 8-24-01
Teresa Sinclair

Grant of Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

AUG 29 2001

Amount Paid \$0
Skagit Co. Treasurer
By man Deputy



200108290108

Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that

Teresa L & Sean M. Sinclair is/are
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 8-24, 20 01



Typed/printed notary name

Karen R. Railing
Karen R. Railing

Residing at

Burlington, WA.

My appointment expires

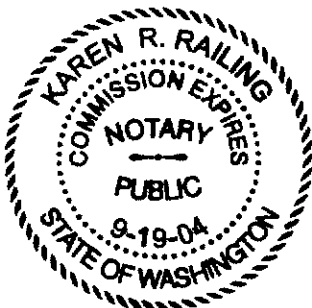
9-19-04

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that

Allen J & Rosemary E. Crancy is/are
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 8-29, 20 01



Typed/printed notary name

Karen R. Railing
Karen R. Railing

Residing at

Burlington, WA.

My appointment expires

9-19-04



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, Skagit County Auditor

EXHIBIT A
Craney Property
Burdened or Servient Estate

Lot 2, PLAT OF IDA ESTATES, according to the plat thereof recorded in Volume 15 of Plats, pages 29-30, records of Skagit County, Washington.



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EXHIBIT B
Sinclair Property
Benefitted or Dominant Estate

Lot 3, PLAT OF IDA ESTATES, according to the plat thereof recorded in Volume 15 of
Plats, pages 29-30, records of Skagit County, Washington.



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EXHIBIT C
Easement Area

That portion of Lot 2, PLAT OF IDA ESTATES, according to the plat thereof recorded in Volume 15 of Plats, pages 29-30, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 2;
Thence North along the West line of said Lot 2 a distance of 16 feet;
Thence East parallel with and 16 feet North of the South line of said Lot 2 a distance of 70 feet;
Thence South 16 feet to the South line of said Lot 2;
Thence West along the South line of said Lot 2 a distance of 70 feet to the Southwest corner thereof and the point of beginning.

Situate in Skagit County, Washington.



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